

THIS BOOK DOES  
NOT CIRCULATE

11/16 - 12/31/78

COUNTY OF ATLANTIC

INSTITUTIONS AGREEMENT

AFSCME, LOCAL 2309

This agreement made the 12<sup>th</sup> day of OCTOBER 1976, between the COUNTY OF ATLANTIC, a municipal corporation, hereinafter referred to as the employer and the American Federation of States, County and Municipal Employees, AFL-CIO, Local 2309 Union, has as its purpose the harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employments. The agreement shall be consistent with Chapter 303, Civil Service, resolutions, ordinances and policies of the County.

1. RECOGNITION

1.1 The Employer recognizes the Union as the bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its employees in the classifications listed under Appendix "A", attached hereto and by reference made a part of this Agreement, and for such additional classifications as the parties may later agree to include. This recognition, however, shall not be interpreted as having the effect of, or in any way abrogating the rights of employees as established under Laws of 1968, Chapter 303.

2. CHECK OFF

2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, to the Treasurer of the Union together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended.

### 3. WORK SCHEDULE

3.1 The normal work week shall consist of five (5) consecutive days of eight (8) hours per day, forty (40) hours per week, exclusive of a daily luncheon break of one-half ( $\frac{1}{2}$ ) hour.

3.2 Employees in continuous operations which require coverage 24 hours per day, 7 days per week shall work the number of hours per day and per week as set forth in 3.1.

3.3 The regular starting time of work shifts subsequent to the initial posting following the execution of this agreement will not be changed without reasonable notice to the affected employees and without first having discussed such changes and the needs for same with representatives of the Union.

3.4 Where the nature of the work involved requires continuous operations on a twenty-four hour per day, seven days per week basis, employees so assigned will have their schedules arranged in a manner which will assure that all employees will have two (2) days off each work week. If a change is required such changes will be discussed with representatives of the Union before such changes are instituted.

3.5 Where more than one work shift per day within a given classification is in effect, employees within such classification will be given preference of shifts in accordance with their seniority. Such preference will be exercised only when vacancies occur or when for other reasons changes in the number of employees per shift are being made.

3.6 Shift changes, or changes in hours of work, will not be used for disciplinary action.

### 4. OVERTIME

4.1 Overtime refers to time worked in excess of eight hours per day, exclusive of the half hour luncheon break. Overtime shall be compensable only when authorized by the employee's Department Head. Overtime shall be at straight time except for hours worked in excess of forty (40) in a given work week in which event overtime shall be paid at the rate of time and one half.

4.2 Employees obliged to work on a contract holiday shall receive in addition to their regular pay, holiday pay at the straight time rate. The total pay for this day will be one and one half times (1 ½).

4.3 CALL-IN

Any employee who is requested and returns to work during emergency periods other than his regularly scheduled shift shall be guaranteed time and one half for actual time worked.

5. RATES OF PAY AND PAY PERIODS

5.1 An employee who performs work in a higher paid classification than his own shall be temporarily assigned and certified for payment for such work after he has performed this work for five (5) consecutive days during more than fifty percent (50%) of the time while on the job.

5.2 An employee shall be paid the rate of pay for his own classification when performing work of a lower paid classification.

5.3 When an employee is promoted or reclassified from one class or title to another having a higher salary grade, then his salary shall be adjusted to either the minimum of the new grade, or one increment in the new grade above his present grade, whichever is higher. Increments are in accordance with the salary schedule, Appendix A or B attached hereto.

5.4 All eligible employees in this bargaining unit being carried on the County payroll as of September 22, 1976 will receive the following negotiated wage increase:

- (A) All employees with a current wage that is less than \$7,000 per annum will receive an increase of \$225 added to their base annual wage.
- (B) All employees with a current wage that is more than \$7,000 per annum will receive a bonus of \$225 which will not be added to their base wage. The \$225 bonus will be a one time payment.
- (C) All employees currently on the County payroll as of January 1, 1977 shall receive an increase of \$325 added to their base annual wage.
- (D) All employees currently on the County payroll as of July 1, 1977 shall receive an increase of \$300 added to their base annual wage.
- (E) All employees currently on the County payroll as of January 1, 1978 shall receive an increase of \$300 added to their base annual wage.

- (F) All employees currently on the County payroll during the year of 1978 shall receive a wage increment as exists in the current wage guide. This wage adjustment shall be on the employees anniversary date employment.

5.5 All permanent part-time employees, including provisional employees (but not to include seasonal employees) awaiting examination shall be paid a wage based on the annual wage for the appropriate full-time classification as set forth in the current wage schedule, pro-rata. These part-time employees shall receive pro-rated vacation allowance and sick leave in accordance with the number of hours worked.

5.6 During the term of this agreement, employees covered herein shall not exceed the maximum of the respective wage ranges.

5.7 Employees who sever employment with the County prior to the implementation of any part of this wage agreement will not be included in the wage increases.

5.8 An employee shall be paid the rate of pay for his own job title when performing work of a lower job title.

#### 6. UNIFORM ALLOWANCE

6.1 Each employee who, as a requisite of employment is required by the employer to wear certain uniforms shall be granted uniform allowance in accord with the following schedule:

- (A) Clothing allowance for employees required to wear uniforms and not furnished with uniforms will be \$80 per year. Payments shall be made in the first two weeks of December based on presentation of proof of purchase. Employees who leave County employment will have deducted from their pay a pro-rata portion of the uniform allowance based on the length of their leave or the pro-rata portion due the County based on their termination date.

#### 7. INSURANCE

There shall be no change in the Group Hospital Medical Plan presently maintained and paid by the Employer on behalf of the employees except in the case of a new plan that is equivalent or better and accepted by the Union..

8. SICK LEAVE WITH PAY

Permanent employees shall be entitled to the following sick leave of absence with pay as accrued.

- (A) One working day sick leave with pay shall accrue on the basis of one working day for each month of service from the date of appointment up to and including December 31st next following such date of appointment and fifteen days sick leave with pay for each calendar year thereafter accrued on the basis of  $1\frac{1}{4}$  working days per month. If any such employee requires none or a portion only of such allowable sick leave for any calendar year the amount of such leave taken shall accumulate to his credit from year to year, and he shall be entitled to such accumulated sick leave with pay if and when needed. Sick leave for purpose herein defined means an employee's absence from duty because of personal illness by reason of which such employee is unable to perform the usual duties of his position, exposure to contagious diseases, and a short period of emergency attendance upon a member of his immediate family critically ill and requiring the presence of such employee. An employee shall not be reimbursed for accrued sick leave at the time of resignation or termination of his employment.
- (B) If an employee is absent for five consecutive days (working days), for any of the reasons set forth in the above rule, the employer shall require acceptable evidence on the form prescribed. The nature of the illness and length of time the employee will be absent shall be stated on the doctor's certificate provided by the County.
- (C) An employee who does not expect to report to work because of personal illness or for any of the reasons included in the definition of sick leave herein-above set forth shall notify his immediate superior, by telephone or personal message within one hour after the beginning time of the employee's shift, if not, then he or she shall be off without pay.
- (D) Sick leave claimed by reason of quarantine or exposure to contagious diseases may be approved on the certificate of the local department of health, and in case of death in the family, upon such reasonable proof as the appointing authority shall require.

(E) Days lost due to injury or illness arising out of or caused

by County employment for which the employee has a claim for Workmen's Compensation shall not be charged to sick leave. Paid holidays occurring during a period of sick leave shall not be chargeable to sick leave.

- (F) The total years of service after permanent appointment of each such employee in Civil Service shall be considered in computing accumulated sick leave due and available.
- (G) Temporary employees in the service shall be entitled to the following sick leave of absence with pay as accrued:
  - 1. One working day's sick leave with pay for each month served per annum during such temporary full time employment.
  - 2. Employees on a daily, hourly or seasonal basis are not eligible.
- (H) Once each year on or before January 16h, the Union shall be notified of the number of unused sick days and vacation days to the credit of each represented employee.

#### 9. LEAVE OF ABSENCE

9.1 Leaves of absence for employees shall be granted as provided in Civil Service Statutes and rules and regulations except as otherwise expanded herein.

9.2 MILITARY LEAVE OF ABSENCE: Any employee who is a member of the National Guard or Reserves of the Military or Naval Forces of the United States and is required to undergo field training, shall be granted a leave of absence with pay for the period of such tour of duty. This leave shall be in addition to annual vacation leave, provided the employee presents the official notice from his Commanding Officer prior to the effective date of such leave. Such duty is not to exceed two (2) weeks during any given year.

9.3 Permanent employees shall be granted a leave of absence without pay for the purpose of entering upon active duty with the Armed Forces of the United States, or with any organization authorized to serve therein or with the Armed Forces of the State in time of war or emergency or pursuant to or in connection with the operation with any system of selective service. Employees having only temporary status who enter on active duty with the Armed Forces of the United States shall be regarded as having resigned.

9.4 LEAVE OF ABSENCE WITHOUT PAY:

- (A) A permanent employee holding a position in the classified service who is temporarily, either mentally or physically incapacitated to perform his duties or who desires to engage in a course of study such as will increase his usefulness on his return to service, or for any reason considered valid by the Department Head and the appointing authority, desires to secure leave from his regular duties may, with the approval of the Department Head and the Employer be granted a special leave of absence without pay for a period not to exceed six (6) months. Any employee seeking such special leave without pay shall submit his request, in writing, stating the reasons why, in his opinion, request should be granted, the date when he desires leave to begin, the probable date of his return to duty.
- (B) Any employee who is a member of the Union and is legally elevated to an official full time position in the parent Union shall be granted a leave of absence without pay, to attend to his official duties, for a period not exceeding one year, which period may be renewed for an additional year upon appropriate request and approval.

10. LEAVE OF ABSENCE WITH PAY

10.1 A leave of absence with pay, up to three (3) days, shall be granted to a permanent employee desiring such leave because of a death in the immediate family, as hereinafter defined:

- (A) Mother or Father
- (B) Mother-in-law and Father-in-law
- (C) Brother or Sister
- (D) Spouse
- (E) Children of Employee
- (F) Grandmother and Grandfather

10.2 UNION LEAVE: Any four (4) members of the Union who are elected or designated to attend a function of the Union's International or other subordinate body, shall be permitted to attend such functions not to exceed seven (7) days per year each, and shall be granted the necessary time off, with pay, provided that the said time off is of a reasonable duration as determined by the person in charge of the project and the Employer. This right of attendance, moreover, shall be governed by any conditions, restrictions or limitations contained in the International Constitution of the Union.

11. WORKMEN'S COMPENSATION

11.1 When an employee is injured while on duty during regularly scheduled working hours he will be entitled to workmen's compensation benefits as provided for under the County's Workmen's Compensation Plan.

11.2 Any employee who is injured on the job will be required to be examined by the County's physician or have his disability monitored by the County's physician with the attending physician of the injured employee.

12. SENIORITY

12.1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire.

12.2 An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer.

12.3 If a question arises concerning two or more employees who were hired on the same date the following shall apply: if hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first, name, first preference, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

12.4 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish copies of the same to the Union upon request.

12.5 Except where New Jersey Civil Service statutes require otherwise, in all cases of promotions, demotions, layoffs, recall, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, an employee with the greatest amount of seniority shall be given preference provided he has the ability to perform the work involved.



13. HOLIDAYS13.1 The following days are recognized holidays:

|                             |                      |
|-----------------------------|----------------------|
| NEW YEARS DAY               | LABOR DAY            |
| MARTIN LUTHER KING BIRTHDAY | COLUMBUS DAY         |
| WASHINGTON'S BIRTHDAY       | VETERAN'S DAY        |
| LINCOLN'S BIRTHDAY          | THANKSGIVING DAY     |
| GOOD FRIDAY                 | CHRISTMAS DAY        |
| MEMORIAL DAY                | GENERAL ELECTION DAY |
| FOURTH OF JULY              |                      |

13.2 Holidays which fall on a Saturday shall be celebrated on the preceding Friday. Holidays that fall on Sunday shall be celebrated on the following Monday. Holidays which fall within an employee's vacation period shall be celebrated, at the employee's option, either immediately before or immediately following his vacation period.

13.3 When the Employer declares by formal action a holiday for all employees in addition to those stated in 13.1, those who are required to work on such holiday shall be given a compensatory day at a later date. This provision has no applicability when holidays are declared or granted pursuant to a contract with other Representative Associations or Unions.

14. VACATIONS

14.1 Permanent employees in the County service shall be entitled to the following annual vacation with pay as accrued:

|                                    |               |
|------------------------------------|---------------|
| (A) After 1 year and up to 8 years | ----- 12 days |
| After 8 years and up to 17 years   | ----- 15 days |
| After 17 years of service          | ----- 20 days |

14.2 Temporary employees in the service shall be entitled to the following annual vacation with pay:

(A) One working day vacation for each month served per annum during such temporary full time employment.

(B) Employees on a daily, hourly, or seasonal basis are not eligible.

15. STRIKES AND LOCKOUTS

15.1 In addition to any other restrictions imposed by law, Union will not cause a strike, slow down or work stoppage of any kind nor will any employee participate in any strike, work stoppage, slow down or other job action designed to impede or interfere with the orderly conduct of employer's operation. The grievance procedure outlined herein shall be used for the settlement of all disputes. Employer shall not cause any lockout.

16. SAFETY AND HEALTH

16.1 The employer and Union shall designate safety committee members. It shall be their joint responsibility to investigate unsafe and unhealthful conditions. The Union committee members shall consist of one member from the highway department and one from the Institutions. It is understood that the Employer has the final responsibility to correct any breach of this clause. They shall meet periodically as necessary to review conditions in general and to make recommendations to either or both parties when appropriate. The safety committee members representing the Union shall be permitted a reasonable opportunity to visit work locations throughout the Employer's facilities, where employees covered by this Agreement perform their duties, for the purpose of investigating safety and health conditions, during working hours with no loss in pay, for periods not to exceed one (1) hour per week, unless additional time is authorized by the Department Head, or the Employer.

17. NON-DISCRIMINATION

17.1 The Employer agrees that there shall be no discrimination or favoritism for reasons of age, sex, nationality, race, religion, marital status, political affiliation, union membership or union activities.

18. MEMBERSHIP PACKETS

18.1 The Employer will allow member ship packets furnished by the Union to be placed in a suitable area so they may be obtained by the new employees.

19. PRINTING OF THE AGREEMENT

19.1 The contract will be printed by the Union for all employees in a pocket edition. The cost of such printing shall be divided equally between the Employer and the Union. The contract will be Union printed and contain the Union insigna.

20. WORK RULES

20.1 The Employer may establish reasonable and necessary rules of work and conduct for employees, subject to the terms of this agreement. Such rules shall be equitably applied and enforced.

21. MANAGEMENT RIGHTS

21.1 Except these and only to the extent that they are specifically modified or limited by this agreement, the Employer has the following rights:

- (A) It is the right of the Employer to determine the standards of service to be offered by its agency, to determine the standards of selection for employment according to Civil Service; direct its employees; maintain the efficiency of its operations; determine the method, means and personnel by which its operations are to be conducted; take all necessary action to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

22. GRIEVANCE PROCEDURE

22.1 Any grievance or dispute, that might arise between the parties, will be settled in the following manner:

- STEP 1 The aggrieved employee or the Union Steward at the request of the employee shall take up the grievance or dispute with the employee's immediate Division Director within ten (10) working days of its occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance. The Division Director shall then attempt to adjust the matter and shall respond to the employee or steward within three (3) working days.
- STEP 2 If the grievance has not been settled, it shall be presented in writing by the Union Steward (or Union grievance committee or employee) to the Department Head within five (5) working days after the Division Director's response is due. The Department Head shall meet with the Union Steward (or Union grievance committee and employee) and respond in writing within three (3) working days.
- STEP 3 If the grievance still remains unadjusted, it shall be presented by the Union Steward (or Union grievance committee or employee, to the Personnel Director in writing within five (5) days after the response from the Department Head is due. The Personnel Director shall meet with the Union Steward (or Union grievance committee or employees) and respond in writing to the Union within seven (7) working days.
- STEP 4 If the grievance remains unsettled, the representative may within fifteen (15) working days after the further reply of the County Executive is due, by written notice to the Employer, proceed to arbitration. A request

for arbitration shall be made no later than such fifteen (15) day period and a failure to file within said time period shall constitute a bar to such arbitration unless the Union and the Employer shall mutually agree upon a longer time period within which to adjust such a demand.

22.2 With regard to subject matters that are grievable, the arbitration proceedings shall be conducted by an arbitrator to be selected by the Employer and the Union, within seven (7) working days after notice has been given. If the parties fail to agree upon an arbitrator, P.E.R.C. shall be requested by either or both parties to provide a panel of five arbitrators. Both the Employer and Union shall strike another name, etc., and the name remaining shall be the arbitrator. The arbitrator shall restrict his inquiry to the standards established by this Agreement and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of testimony and argument. Only his decision shall be final and binding on both parties.

22.3 Expenses for the arbitrator's services and proceedings under either Sections 22.1 and 22.2 shall be borne equally by the Employer and Union, however, each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and the arbitrator.

22.4 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other union employees, during working hours without less pay for periods not in excess of one (1) hour per day unless additional time is needed to complete the hearing or consultation.

22.5 Agents of the Union who are not employees of the Employer, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters, so long as such right is reasonably exercised and there is no undue interference with work progress.

22.6 The Employer and the Union agree in conjunction with the grievance procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the Grievance Procedure.

23. GENERAL PROVISIONS

23.1 Bulletin boards will be made available by the Employer at each of the permanent work locations for the use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature. No public bulletin board shall be utilized for this purpose.

23.2 Job vacancies within this bargaining unit shall be posted at least ten (10) days prior to filling the vacancy. Employees who bid on posted vacancies shall be considered for the vacant position based on seniority and qualifications.

23.3 It is agreed that representatives of the Employer and the Union will meet from time to time upon request of either party to discuss matters of general interest or concern, matters which are not necessarily a grievance as such. Such meetings shall be initiated by written request of either party which shall reflect the precise agenda of the meeting.

23.4 The Employer agrees to pay(\$60) sixty dollars per year per Union employee into a Health and Welfare Fund administered by the Union and appropriate trustees.

24. TERMINATION

24.1 This agreement shall be effective as of the first day of January, 1976 and remain in full force and effect until the 31st of December 1978. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date, that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the expiration date; this Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is proved to the other party in the manner set forth in the following paragraph.

24.2 In the event that either party desires to terminate this Agreement written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have affixed

their hands and seals this 12<sup>th</sup> day of OCTOBER, 1976.

Charles D. Wourhington  
County Executive  
County of Atlantic

William B. Ray  
President, Council 71 AFSCME  
AFL-CIO

Charles R. Warrington 10/12/76  
Personnel Director

Robert A. Warrington 10/12/76  
President, AFSCME Local 2309

APPENDIX "A"  
SALARY SCHEDULE  
BASED ON 40 HOUR WORK WEEK

ATLANTIC COUNTY BLUE-COLLAR EMPLOYEES      COUNTY INSTITUTIONS

GRADE

|   |      |      |      |      |      |      |      |      |      |      |      |       |
|---|------|------|------|------|------|------|------|------|------|------|------|-------|
| 2 | 4170 | 4420 | 4685 | 4966 | 5264 | 5580 | 5915 | 6270 | 6646 | 7045 | 7468 | 7916  |
| 3 | 4465 | 4733 | 5017 | 5318 | 5637 | 5975 | 6334 | 6714 | 7117 | 7544 | 7997 | 8477  |
| 4 | 4780 | 5067 | 5371 | 5693 | 6035 | 6397 | 6781 | 7188 | 7619 | 8076 | 8561 | 9075  |
| 5 | 5115 | 5422 | 5747 | 6092 | 6458 | 6845 | 7256 | 7691 | 8152 | 8641 | 9159 | 9709  |
| 6 | 5470 | 5798 | 6146 | 6515 | 6906 | 7320 | 7759 | 8225 | 8719 | 9242 | 9797 | 10385 |

TITLES AND GRADES FOR COUNTY HOSPITALS AND INSTITUTIONS

GRADE 2

Building Maintenance Worker

Building Service Worker

Food Service Worker (All Locations)

Institutional Attendant

GRADE 3

Laborer

Seamstress

Senior Building Service Worker

Senior Food Service Worker

GRADE 4

Clinic Attendant

Cook (All locations)

Senior Housekeeper

Senior Institutional Attendant

Stock Clerk

Truck Driver

X-Ray Technician

GRADE 5

Food Service Worker Foreman M/W

GRADE 6

Head Cook

Practical Nurse, Licensed